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<p style="text-align: right;">314</p> <p>1 compensation available to physicians.  2 A. Uh-huh.  3 Q. There is the Fee For Service, and then  4 the Member Management Fee program, right?  5 A. Uh-huh, yes.  6 Q. Now, the Fee For Service compensation is  7 based on the lesser of the physician's charges or  8 the amount listed in the fee schedule, minus any  9 applicable copayment, right?  10 A. Yes.  11 Q. Okay. Now, in what percentage of cases  12 are the physicians' bill charges lower than the  13 amount on the fee schedule?  14 A. Physicians' billed charges lower than  15 the fee schedule? I'm not aware of specific  16 examples. We have 26,000 physicians in our  17 network.  18 Q. Okay. Well, let me ask you to take a  19 look at Clause 1.19, which is on Page 4 in  20 connection with what we were talking about.  21 A. Uh-huh.  22 Q. It says -- it defines physician payment</p>	<p style="text-align: right;">316</p> <p>1 A. Uh-huh.  2 Q. This clause provides for 90 days written  3 notice, right?  4 A. Yes.  5 Q. Okay. Now, other than the annual  6 updates that we spoke about earlier, how often are  7 fee schedules revised, in part or in total?  8 A. Once a year.  9 Q. So, the annual update is the only  10 revision.  11 A. Yes.  12 Q. Now, and that update incorporates any  13 negotiated variations, as well as any overall  14 increases in reimbursement, right?  15 MR. COCO: Objection.  16 A. I mean, this is standard language in all  17 of our agreements. So, there, again, this is an  18 evergreen contract. There is no start and stop  19 date to this. So, if we enter into a negotiation,  20 they may have different dates and terms, but the  21 language would be the same.  22 Q. What happens if a provider disagrees</p>
<p style="text-align: right;">315</p> <p>1 benefit as, "The lesser of the charge for the  2 covered service or the amount listed on the fee  3 schedule," right?  4 A. Uh-huh.  5 Q. Now, how long has that lesser-of  6 methodology been used in BCBS of Massachusetts  7 contracts?  8 A. I don't know how long. I mean, it's --  9 I don't know specifically.  10 Q. If I wanted to look at claims data, for  11 example, and figure out which claims were paid at  12 the fee schedule rate, which ones were paid at the  13 bill charge, how would I know which is which?  14 A. You wouldn't. You -- I mean, you  15 wouldn't.  16 Q. So, there would be no way for me to  17 figure that out?  18 A. No way that I --  19 MR. COCO: Objection.  20 A. No.  21 Q. Now, if you turn to Clause 4.15.4,  22 please, which is on Page 17.</p>	<p style="text-align: right;">317</p> <p>1 with a change made by BCBS of Massachusetts to the  2 fee schedule?  3 A. What happens if they disagree? I  4 suppose they could let us know. If they don't,  5 they could terminate their contract if they were  6 that aggrieved by our rates.  7 Q. Now, sticking with this Section 4.15, we  8 looked earlier at the Member Management Fee  9 program, right?  10 A. Uh-huh.  11 Q. And that's described further at Appendix  12 B to the contract --  13 A. Uh-huh.  14 Q. -- which is at Page 34 of the document.  15 Do you see that?  16 A. Yeah.  17 Q. Now, are you generally familiar with the  18 Member Management Fee program?  19 A. Yes.  20 Q. Okay. Describe it for me. What is that  21 program?  22 A. It is an incentive program that is in</p>

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<p style="text-align: right;">318</p> <p>1 place for our primary care physicians that</p> <p>2 essentially can give physicians \$1 to \$3 per</p> <p>3 member per month based on clinical -- largely</p> <p>4 clinical HEDIS process measures.</p> <p>5 Q. You lost me there with HEDIS process</p> <p>6 measures. What are those?</p> <p>7 A. The measures are things like how many</p> <p>8 patients of yours were screened for cholesterol?</p> <p>9 How many patients are diabetic? How many patients</p> <p>10 are, you know, kids with asthma? And so, there</p> <p>11 are national standards, physicians need to hit</p> <p>12 those standards, we'll measure performance, and</p> <p>13 then there is an incentive that is reimbursed on</p> <p>14 top of their Fee For Service.</p> <p>15 Q. Is this focused on meeting targets in</p> <p>16 relation to preventative care?</p> <p>17 A. Prevent -- largely. Largely.</p> <p>18 Q. And what are the goals of the MMF</p> <p>19 program?</p> <p>20 A. The goals are to align physician</p> <p>21 incentives with ours; essentially to provide,</p> <p>22 again, in a largely fee-for-service environment,</p>	<p style="text-align: right;">320</p> <p>1 implemented this to today, it's very different.</p> <p>2 Q. Did the name of the program change at</p> <p>3 one point?</p> <p>4 A. No. It's been Primary Care Physician</p> <p>5 Incentive Program.</p> <p>6 Q. So, from 2000 to the present time, what</p> <p>7 proportion of physicians have participated in the</p> <p>8 MMF program?</p> <p>9 A. Well, there's -- this program</p> <p>10 specifically is -- well, there's 3,600 physicians</p> <p>11 that are in this program out of probably 5,600,</p> <p>12 5,700 primary care physicians. So -- and then</p> <p>13 what we did is recently in the last few years what</p> <p>14 we've done is we've taken these measures and</p> <p>15 applied them into some of the other contracts that</p> <p>16 you referred to earlier. So, we don't call it the</p> <p>17 same thing, but we'll build quality and</p> <p>18 preventative measures in all of our contracts.</p> <p>19 So, as a percentage, today, I would say</p> <p>20 that this program defined this way and also</p> <p>21 applied in other contracts, represents probably 90</p> <p>22 percent of our reimbursement to primary care</p>
<p style="text-align: right;">319</p> <p>1 to provide some additional earnings for physicians</p> <p>2 who take care of our patients -- our members.</p> <p>3 Q. And what was the -- the additional</p> <p>4 compensation you referred to that's available, is</p> <p>5 that -- how is that calculated?</p> <p>6 A. How is it calculated? It's calculated</p> <p>7 on an annual basis, and it's paid out twice a</p> <p>8 year.</p> <p>9 Q. Is it a flat dollar sum --</p> <p>10 A. Yes.</p> <p>11 Q. -- related to -- if you meet the target,</p> <p>12 you get it, if you don't, you don't.</p> <p>13 A. That's right.</p> <p>14 Q. What fraction of providers participated</p> <p>15 in the MMF program?</p> <p>16 A. What time frame are we talking about?</p> <p>17 Q. Let's start with -- for what time period</p> <p>18 are you aware of the MMF program having been in</p> <p>19 place?</p> <p>20 A. The program was essentially created in</p> <p>21 1999/2000, and we began paying physicians in 2000,</p> <p>22 and we pay physicians today. But it's -- when we</p>	<p style="text-align: right;">321</p> <p>1 physicians are in this model.</p> <p>2 Q. Now, the contract says that Medicare-</p> <p>3 related products are not part of the MMF program.</p> <p>4 Why were those products excluded?</p> <p>5 A. Why were they -- I'm sorry.</p> <p>6 Q. Why were those products excluded from</p> <p>7 the --</p> <p>8 A. This product only applies to our HMO</p> <p>9 book of business.</p> <p>10 Q. Was there a strategic reason why it was</p> <p>11 limited to the HMO book of business?</p> <p>12 A. I don't know that there was a strategic</p> <p>13 reason. I just think we limited it to this</p> <p>14 product line. We -- no, there's no strategic</p> <p>15 reason.</p> <p>16 Q. The contract also describes two accounts</p> <p>17 that were held for purposes of the MMF program:</p> <p>18 The primary care physician account, the primary</p> <p>19 care team account.</p> <p>20 A. Correct.</p> <p>21 Q. Are you familiar with those accounts?</p> <p>22 A. Well, they're not accounts.</p>

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<p style="text-align: right;">322</p> <p>1 Q. Well --</p> <p>2 A. They're terms.</p> <p>3 Q. Right.</p> <p>4 A. Yes.</p> <p>5 Q. That's a better way of putting it. What</p> <p>6 are those -- what are those, the primary care</p> <p>7 physician account and the primary care team</p> <p>8 account?</p> <p>9 A. At the time it -- and we've since</p> <p>10 eliminated this -- the operations of it this way,</p> <p>11 but essentially, what it meant is that an</p> <p>12 individual primary care physician was responsible</p> <p>13 for services up to a certain pool or threshold,</p> <p>14 and then dollars were then rolled into a group-</p> <p>15 level account, if you will, so that the concept of</p> <p>16 primary care team, for lack of a better word.</p> <p>17 When the program was -- when the program</p> <p>18 was created, I think we contemplated care being</p> <p>19 provided at an individual level, care being</p> <p>20 provided at a group level, but all of our payments</p> <p>21 are made at an individual level.</p> <p>22 This specifically only applies to stop</p>	<p style="text-align: right;">324</p> <p>1 MR. COCO: Objection.</p> <p>2 A. I have no idea. We are -- on an annual</p> <p>3 basis, for purposes of what we call HEDIS or the</p> <p>4 Health Employer Data Information Set, we may be</p> <p>5 asked to verify information in the physician's</p> <p>6 medical record, and so, we are -- or some other</p> <p>7 group could be asked to pull medical records, so</p> <p>8 it happens. I don't know when, how often, or the</p> <p>9 number.</p> <p>10 Q. Pursuant to this clause, would BCBS of</p> <p>11 Massachusetts have access to the providers'</p> <p>12 financial records?</p> <p>13 A. No. This is limited to clinical.</p> <p>14 Q. Would this include information on drug</p> <p>15 purchases by the physician?</p> <p>16 A. No.</p> <p>17 Q. Have you ever obtained or received a</p> <p>18 legal opinion as to whether or not BCBS can access</p> <p>19 doctors' drug acquisition records pursuant to this</p> <p>20 clause?</p> <p>21 MR. COCO: And without saying what that</p> <p>22 opinion might be, you can answer yes or no.</p>
<p style="text-align: right;">323</p> <p>1 loss or services in excess of \$1,500.</p> <p>2 Q. Let me ask you to turn now to Clause</p> <p>3 4.12, which is on Page 11.</p> <p>4 A. Uh-huh.</p> <p>5 Q. It's "Compliance with the medical</p> <p>6 management and quality program." Do you see that?</p> <p>7 A. Yeah.</p> <p>8 Q. All right. The provision says, "The</p> <p>9 group shall allow the Plan to inspect and copy</p> <p>10 member records and shall comply with the Plan's</p> <p>11 request to provide copies of records. All</p> <p>12 information, records, and documents required shall</p> <p>13 be provided within a reasonable period of time and</p> <p>14 without cost to the plan." Do you see that?</p> <p>15 A. Yeah.</p> <p>16 Q. What fraction of actual signed contracts</p> <p>17 included this term?</p> <p>18 A. This is standard language in all of our</p> <p>19 agreements.</p> <p>20 Q. How often did Blue Cross Blue Shield of</p> <p>21 Massachusetts access member records pursuant to</p> <p>22 this clause?</p>	<p style="text-align: right;">325</p> <p>1 A. Well, the answer is, I haven't asked,</p> <p>2 and again, this is in the section called "Medical</p> <p>3 Management," so there would be no reason for me to</p> <p>4 go down that line of thinking in this section.</p> <p>5 This is a really narrow, defined purpose for this</p> <p>6 language.</p> <p>7 Q. And you're testifying based on your own</p> <p>8 understanding of the terms of that clause.</p> <p>9 A. Yes.</p> <p>10 Q. Section 4.12.4, "Primary Care Physician</p> <p>11 Utilization Levels."</p> <p>12 A. Yes.</p> <p>13 Q. It says, "The Plan shall monitor on a</p> <p>14 regular basis utilization levels of members." Is</p> <p>15 this also a standard clause in all of the</p> <p>16 contracts BCBS enters into with physicians?</p> <p>17 A. I believe it is.</p> <p>18 Q. What's the goal of monitoring physician</p> <p>19 utilization levels?</p> <p>20 A. This is standard language so that in the</p> <p>21 event that we see a particular area where we're</p> <p>22 concerned about utilization, we have an</p>

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<p style="text-align: right;">326</p> <p>1 opportunity to notify the physician of that.</p> <p>2 Q. What sort of concern would pique your</p> <p>3 interest?</p> <p>4 MR. COCO: Objection.</p> <p>5 A. No idea, because I've never implemented</p> <p>6 this section, so I couldn't tell you what it would</p> <p>7 be.</p> <p>8 Q. Do you have an understanding as to who</p> <p>9 performs utilization level of review pursuant to</p> <p>10 these contracts?</p> <p>11 A. It would be the Plan, capital P. So, it</p> <p>12 could be any area in the company that could do</p> <p>13 that.</p> <p>14 Q. I understand it's the Plan. My question</p> <p>15 was, do you know who does it?</p> <p>16 A. Not specifically, no. There is no --</p> <p>17 there are no people in the company specifically</p> <p>18 looking at -- I mean, there's lots of people</p> <p>19 looking at lots of different utilization in lots</p> <p>20 of different areas. There's not really one area</p> <p>21 tasked with that work.</p> <p>22 Q. Well, does BCBS of Massachusetts</p>	<p style="text-align: right;">328</p> <p>1 result of the utilization levels?</p> <p>2 A. Not to my knowledge, no.</p> <p>3 Q. Clause 4.13.1 now, this says that, "If</p> <p>4 the Plan requires copies or information from</p> <p>5 medical records or reports or patient account</p> <p>6 information maintained by the group," then</p> <p>7 provides the reason why that could be sought.</p> <p>8 "These shall be provided by the group promptly and</p> <p>9 without cost." Do you see that clause?</p> <p>10 A. Yes.</p> <p>11 Q. When the clause refers to "patient</p> <p>12 account information," what information is included</p> <p>13 within that?</p> <p>14 A. This is a standard phrase. It's meant</p> <p>15 to include -- (Witness reviews document.)</p> <p>16 Essentially, the medical record. It could be the</p> <p>17 claim record. I mean, this is a generic term.</p> <p>18 It's not defined, and it's not meant to be</p> <p>19 specific. It's meant to include anything that</p> <p>20 could be patient account information if we needed</p> <p>21 to pull it.</p> <p>22 Q. And what does "authorized research" mean</p>
<p style="text-align: right;">327</p> <p>1 monitor, on a regular basis, utilization levels of</p> <p>2 members pursuant to this clause?</p> <p>3 A. Not at a -- not at a detailed -- not at</p> <p>4 a physician level. We look at it, as I think I</p> <p>5 said earlier, we're interested in looking at</p> <p>6 utilization patterns on a cross-service category</p> <p>7 basis. What this language allows us to do is that</p> <p>8 in the event we decided to go down to the</p> <p>9 physician level, we have the ability to do that.</p> <p>10 We don't typically do that.</p> <p>11 Q. I'm sorry. What was the last part of</p> <p>12 that?</p> <p>13 A. We don't typically do that.</p> <p>14 Q. The section continues, "The Plan may</p> <p>15 terminate the group primary care physician's</p> <p>16 participation in accordance with this agreement if</p> <p>17 such utilization levels are deemed by the Plan to</p> <p>18 be outside of acceptable levels." Do you see that</p> <p>19 at the end of the clause?</p> <p>20 A. I do, yes.</p> <p>21 Q. Now, has BCBS of Massachusetts ever</p> <p>22 terminated a physician from the network as a</p>	<p style="text-align: right;">329</p> <p>1 in that clause?</p> <p>2 A. Where are you looking? Oh, I see it.</p> <p>3 Okay. (Witness reviews document.) I don't know.</p> <p>4 I haven't really focused on that sentence.</p> <p>5 Q. Clause 7.2.1, please.</p> <p>6 A. Say again.</p> <p>7 Q. 7.2.1, please, which is on Page 28.</p> <p>8 A. Yeah.</p> <p>9 Q. Now, this provides for termination</p> <p>10 --without cause on 90 days notice by the provider or</p> <p>11 BCBS of Massachusetts, right?</p> <p>12 A. Correct.</p> <p>13 Q. Now, what -- is this -- is this also a</p> <p>14 standard clause that's contained in all of the</p> <p>15 BCBSMA contracts?</p> <p>16 A. It is.</p> <p>17 Q. Are you aware of any instances where</p> <p>18 BCBS of Massachusetts has terminated provider</p> <p>19 contracts pursuant to this clause?</p> <p>20 A. Which clause, with or without cause?</p> <p>21 Q. Without cause, the clause we're in now.</p> <p>22 A. I'm not aware of. There may have been</p>



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<p style="text-align: right;">330</p> <p>1 instances for peer review if a physician -- I'm  2 sure there were. Physicians lose their license or  3 they're convicted of a felony is grounds for  4 immediate termination, and I know that's occurred.  5 Sure.  6 Q. Well, that would be termination for a  7 cause, wouldn't it?  8 A. I'm sorry. Without a cause? Have we --  9 I'm not aware that we've terminated a physician  10 without cause.  11 Q. Are you aware of any instances in which  12 BCBS of Massachusetts has terminated a physician's  13 contract for reasons other than credentialing-  14 related reasons?  15 A. I'm not aware. No.  16 Q. Now, let's take a look at another  17 contract.  18 (Group Primary Care Physician  19 Agreement, 2000, marked Exhibit Fox 013.)  20 Q. Now, this is another boilerplate  21 template, right?  22 A. Correct.</p>	<p style="text-align: right;">332</p> <p>1 program?  2 A. Correct.  3 Q. What were the differences between the  4 MMF program and the PCPIP program?  5 A. The MMF program was created in the '90s,  6 and it was -- it was probably more of a cost-based  7 program for -- it was an incentive program, but it  8 was based more on cost, less on quality. We  9 really didn't implement it well. It was very  10 difficult to explain. It was not -- it was hard  11 to create reporting. And so, we transitioned off  12 of that to this program, the PCPIP program.  13 Q. What do you mean when you say, "It was  14 based more on cost"?  15 A. It was an attempt for us to have  16 physicians be more aware of the cost of services,  17 but it wasn't effective, because it just -- we had  18 a grand idea for the program, but it really was  19 not effective.  20 Q. So, how did the program change?  21 A. We essentially eliminated the cost  22 component of the program and really focused more</p>
<p style="text-align: right;">331</p> <p>1 Q. This is from 2000?  2 A. Correct.  3 Q. Now, this contract indicates that the  4 Physician Incentive Program was changed to a  5 program called the Primary Care Physician  6 Incentive Program or PCIP?  7 A. PCPIP. No, that should have been the  8 same as this one, yeah, same thing.  9 Q. Is the -- well, in the previous contract  10 we looked at, there was a different name to the  11 incentive program.  12 A. Oh, okay. Yeah. Member Management Fee  13 program. I understand. Okay. The Member  14 Management Fee program was a program in place, and  15 as I mentioned to you, then -- I thought that was  16 actually what I was looking at, because the  17 language is largely the same. But we actually  18 created a new program in 2000 -- was created in  19 '99, we changed it in 2000 -- to be the Primary  20 Care Physician Incentive Program, which is the  21 program that's in effect today.  22 Q. So, it was a successor to the previous</p>	<p style="text-align: right;">333</p> <p>1 on quality and quality-based measures, process  2 measures, as I defined before. Whereas, the other  3 program looked to measure a physician's  4 performance against budgets and to reconcile and  5 do things that were difficult to do at the  6 individual or group level.  7 Q. Did the goal remain to incentivize  8 preventative care?  9 A. The goal is to incent preventative care,  10 yeah.  11 Q. And that remained a goal, even through  12 the --  13 A. Correct.  14 Q. -- though the logistics of the program  15 changed?  16 A. Correct.  17 Q. Now, is there a similar incentive  18 program in place for specialists?  19 A. No, there's not.  20 Q. So, both the MMF and the PCPIP are only  21 specific to primary care physicians?  22 A. That's correct.</p>

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<p style="text-align: right;">334</p> <p>1 Q. Let's look at one more contract.  2 (Group primary care physician  3 agreement, 2002, marked Exhibit Fox 014.)  4 Q. Now, this is yet another template  5 contract, right?  6 A. The template is different. I mean,  7 you'll see the footers change over time as new  8 provisions come in and out, but we do not repaper  9 our network, so, the contract stays on the  10 contract they're on. So, there have definitely  11 been versions throughout the years. We just carry  12 forward the boilerplate language. And if a law  13 changes or if a covered term changes, we'll just  14 amend it.  15 Q. This one's from 2002, right?  16 A. Yes.  17 Q. Okay. Now, if you take a look at Clause  18 7.2.1, please, which is on Page 24.  19 A. Uh-huh.  20 Q. This states, "This agreement may not be  21 terminated without cause at any time by the Plan  22 or the group."</p>	<p style="text-align: right;">336</p> <p>1 A. Again, we changed the language in the  2 boilerplate so that any new physician would be  3 subject to this language. We would send -- on  4 that type of change, we would have sent a notice  5 out to the entire network informing them that,  6 while we could take the position that their other  7 contract is still in place, because the law  8 doesn't predate their contracts, operationally,  9 that didn't make any sense; that we were going to  10 essentially treat all physicians the same way and,  11 you know, operationalize it exactly as it is here.  12 MR. MANGI: This is a good breaking  13 point. Why don't we take a few minutes.  14 THE WITNESS: Okay.  15 (Non Fee Services Comparison marked  16 Exhibit Fox 015.)  17 Q. Familiarize yourself with that document,  18 please, Mr. Fox and let me know when you're done.  19 MR. COCO: Do you have an extra copy?  20 MR. MANGI: Yeah, sorry.  21 A. I have not seen this before. So, I'm  22 not sure what it is, but what year -- oh, 1999.</p>
<p style="text-align: right;">335</p> <p>1 A. Correct.  2 Q. Now, that's a change from the previous  3 template we looked at that provided for  4 termination without cause, right?  5 A. Yes, as a result of managed care reform  6 in the State of Massachusetts, the law changed  7 preventing termination without cause between plans  8 and providers. So, we had to amend our  9 boilerplates accordingly.  10 Q. Which legal requirement specifically are  11 you referring to?  12 A. I don't know the chapter and verse.  13 It's Managed Care Reform Act. I don't know what  14 the -- what it is specifically.  15 Q. Is it your understanding that this is a  16 Massachusetts statute?  17 A. It is.  18 Q. And that mandated this change?  19 A. That did.  20 Q. Did all Blue Cross Blue Shield of  21 Massachusetts preexisting contracts also become  22 subject to change as a result?</p>	<p style="text-align: right;">337</p> <p>1 Okay.  2 Q. Have a look at the second page of the  3 document. Do you see a table there entitled  4 "Milton Hospital"?  5 A. Yes.  6 Q. And you see there's an entry for  7 "Redbook AWP," do you see that?  8 A. First column, yeah.  9 Q. And then there's an entry for  10 "Acquisition," which is listed as "1999 AWP minus  11 35 percent."  12 A. I see that.  13 Q. Now, in 1999, Blue Cross Blue Shield of  14 Massachusetts understood in this document that  15 Milton Hospital was acquiring these drugs at AWP  16 minus 35 percent, right?  17 MR. COCO: Objection.  18 A. I've never seen this document, so I'm  19 not going to agree to that, 'cause I don't know  20 what --  21 Q. How do you interpret this document?  22 MR. COCO: Objection.</p>

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<p style="text-align: right;">338</p> <p>1 A. I'm not going to interpret it, because I</p> <p>2 honestly don't know -- prior to today, I have not</p> <p>3 seen this. So, I read it. I'm reading the same</p> <p>4 thing you're reading.</p> <p>5 Q. Well, you understand that you're</p> <p>6 testifying here as a corporate representative.</p> <p>7 A. I do.</p> <p>8 Q. So, my question to you is, as a</p> <p>9 corporate representative, what is your</p> <p>10 understanding of what this Blue Cross Blue Shield</p> <p>11 of Massachusetts document is listing?</p> <p>12 MR. COCO: Objection. What is this top</p> <p>13 document in respect to and what are you asking him</p> <p>14 as a corporate representative?</p> <p>15 Q. You can answer the question.</p> <p>16 MR. COCO: No, I'm asking you for a</p> <p>17 clarification.</p> <p>18 MR. MANGI: I'm referring to Categories,</p> <p>19 2, 3, 7, and 8, the ones that you designated.</p> <p>20 MR. COCO: I do not believe that that</p> <p>21 question is within the scope, and therefore, I</p> <p>22 object to your characterization that he is</p>	<p style="text-align: right;">340</p> <p>1 have no understanding whatsoever what could</p> <p>2 possibly be meant by the word "acquisition" in</p> <p>3 this document?</p> <p>4 MR. COCO: Objection.</p> <p>5 A. I have not ever seen this and --</p> <p>6 Q. That wasn't my --</p> <p>7 A. -- it would not be in the scope of my</p> <p>8 knowledge. So, no, I don't know what they're</p> <p>9 meaning by "acquisition." I mean, I could assume</p> <p>10 lots of things, but I wouldn't assume anything.</p> <p>11 Q. Okay. Again, just so we're clear. I'm</p> <p>12 not asking you what your job responsibilities are.</p> <p>13 I'm not asking if you've ever seen this document</p> <p>14 before. My question is, as you look at it now, is</p> <p>15 it your testimony that you have no idea what's</p> <p>16 meant by the use of the word "Acquisition" in the</p> <p>17 second column of this table?</p> <p>18 A. Why I'm saying no is because this is a</p> <p>19 hospital, and you know, my knowledge or</p> <p>20 understanding on a physician side, I don't know</p> <p>21 how it could possibly apply on the hospital side.</p> <p>22 I don't work with hospital pricing. So, I'm not</p>
<p style="text-align: right;">339</p> <p>1 testifying with respect to that question as a</p> <p>2 corporate representative. But you may answer.</p> <p>3 Q. Go ahead. You can answer.</p> <p>4 A. Yeah, I -- again, I'm not in the</p> <p>5 professional audit department, don't have</p> <p>6 responsibility for it. I see the columns on the</p> <p>7 paper, but again, I've not ever seen this. So, I</p> <p>8 don't know who would have produced it or what</p> <p>9 their knowledge of this would be. I don't want to</p> <p>10 put myself in their shoes.</p> <p>11 Q. Now, as a matter of simple mathematics,</p> <p>12 you can see that the first column and second</p> <p>13 column, there's a difference of 35 percent between</p> <p>14 them.</p> <p>15 MR. COCO: Objection.</p> <p>16 A. It might be simple math for you. It is</p> <p>17 not for me. So, I see that there is a different</p> <p>18 price in the column. Whether that's 35 percent or</p> <p>19 10 percent, I don't know.</p> <p>20 Q. Let me ask you to assume that the</p> <p>21 difference is 35 percent, which is what the</p> <p>22 document suggests. Is it your testimony that you</p>	<p style="text-align: right;">341</p> <p>1 going to assume. I don't know what that</p> <p>2 "Acquisition" means.</p> <p>3 Q. If hospitals were getting discounts on</p> <p>4 their purchases of drugs, wouldn't you be</p> <p>5 interested in knowing that because it may impact</p> <p>6 what discounts physicians can get on drugs?</p> <p>7 MR. COCO: Objection.</p> <p>8 A. No, I wouldn't be interested at all.</p> <p>9 The physician reimbursement and hospital</p> <p>10 reimbursement are not the same.</p> <p>11 Q. I'm talking about acquisition. Wouldn't</p> <p>12 the fact that hospitals are getting discounts on</p> <p>13 acquiring drugs be relevant to you? Would you be</p> <p>14 interested to know that because it may reflect on</p> <p>15 the fact that physicians could also be getting</p> <p>16 discounts in acquiring drugs?</p> <p>17 MR. COCO: Objection.</p> <p>18 A. Not to me, no. This is not -- you're in</p> <p>19 a really narrow area of services. I would not sit</p> <p>20 in a room and have dialog about acquisition cost.</p> <p>21 And so, no, I would say it wouldn't occur to me,</p> <p>22 because I don't recall having those conversations</p>

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<p style="text-align: right;">342</p> <p>1 in general.</p> <p>2 Q. So, even if others at BCBS knew that</p> <p>3 hospitals were getting discounts in the region of</p> <p>4 AWP minus 35 percent on certain drugs, that would</p> <p>5 be of no interest to you as someone who works in</p> <p>6 the provider relations department.</p> <p>7 MR. COCO: Objection.</p> <p>8 A. That would be of no interest.</p> <p>9 Q. And indeed, if hospitals were getting</p> <p>10 other kinds of discounts or discounts at different</p> <p>11 rates, none of that would be of interest to you,</p> <p>12 because these are hospitals and you're concerned</p> <p>13 only with physicians.</p> <p>14 MR. COCO: Objection.</p> <p>15 A. Yeah, that's accurate.</p> <p>16 (BCBSMA-AWP 00047 marked Exhibit</p> <p>17 Fox 016.)</p> <p>18 Q. Have you ever seen this document before?</p> <p>19 A. I have not ever seen this. No, I don't</p> <p>20 even know where it comes from. So, I don't know.</p> <p>21 No.</p> <p>22 Q. Do you know whether or not any analysis</p>	<p style="text-align: right;">344</p> <p>1 A. I know I haven't seen them. I don't</p> <p>2 know if other people have or not. I know I</p> <p>3 haven't.</p> <p>4 Q. Now, this is an extract from a document</p> <p>5 named "POS Outcomes." And it says, "It's the</p> <p>6 newsletter for pharmacy benefit plan manager,"</p> <p>7 dated January 2002. Do you see that?</p> <p>8 A. I see that.</p> <p>9 Q. Are you familiar with this publication?</p> <p>10 A. I've never seen it before.</p> <p>11 Q. Now, draw your attention to the second</p> <p>12 column, and the last paragraph, second sentence of</p> <p>13 that states, "Physicians buy injectable drugs at</p> <p>14 lower costs than the charges submitted to health</p> <p>15 plans for reimbursement." Do you see that?</p> <p>16 A. I see that.</p> <p>17 Q. Do you agree or disagree with that</p> <p>18 statement?</p> <p>19 MR. COCO: Objection.</p> <p>20 A. As I said earlier, I have -- again, I'm</p> <p>21 reading this for the first time. I don't know.</p> <p>22 It's not my -- it's not my understanding.</p>
<p style="text-align: right;">343</p> <p>1 was performed at BCBS of Massachusetts when</p> <p>2 contemplating whether or not to move from 95 to</p> <p>3 100 percent of AWP?</p> <p>4 A. I haven't been involved in those</p> <p>5 conversations, so, no.</p> <p>6 MR. MANGI: Okay.</p> <p>7 (BCBSMA-AWP 10002-10005 marked</p> <p>8 Exhibit Fox 017.)</p> <p>9 Q. Now, we'll turn to Exhibit Fox 017 in</p> <p>10 just a minute. Let me ask you a more general</p> <p>11 question first. You recall when we looked earlier</p> <p>12 today at the 1992 OIG report?</p> <p>13 A. Today. I saw it today, yes.</p> <p>14 Q. And you recall we also looked at a 1996</p> <p>15 Barron's article, right?</p> <p>16 A. Yes.</p> <p>17 Q. And I believe one of your objections to</p> <p>18 the questions I was posing regarding those</p> <p>19 documents was that -- being they had not been --</p> <p>20 you had not seen them before, and you didn't know</p> <p>21 whether anyone at BCBS of Massachusetts had seen</p> <p>22 them before, right?</p>	<p style="text-align: right;">345</p> <p>1 Q. So, you disagree with it?</p> <p>2 A. No, I'm not agreeing or --</p> <p>3 MR. COCO: Objection.</p> <p>4 A. -- disagreeing. It just says physicians</p> <p>5 buy injectable drugs at lower cost. I have --</p> <p>6 prior to today, have no data to understand if</p> <p>7 that's true or not. I just don't --</p> <p>8 Q. Well, you say -- I'm sorry. Were you</p> <p>9 done?</p> <p>10 A. Yes.</p> <p>11 Q. You said, "That's not my understanding."</p> <p>12 My follow-up was asking what do you mean when you</p> <p>13 say, "That's not my understanding"?</p> <p>14 MR. COCO: Objection.</p> <p>15 A. What's the -- now I don't even know what</p> <p>16 you're asking me.</p> <p>17 Q. I read out this sentence, and I asked</p> <p>18 you if you agreed with it. You said, "That's not</p> <p>19 my understanding." What I'm asking is, are you</p> <p>20 saying that you have an understanding that's</p> <p>21 different from what's stated here, or are you</p> <p>22 saying that you have no opinion as to whether</p>



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<p style="text-align: right;">346</p> <p>1 that's true or not?</p> <p>2 A. Yes. So, now I understand the question.</p> <p>3 No, I have no opinion. I read the statement, but</p> <p>4 I have no opinion on it.</p> <p>5 Q. Let me ask you to turn to the last page</p> <p>6 of that document. You see that this newsletter</p> <p>7 was addressed to Gary Shramek, who was a director</p> <p>8 of pharmacy programs at Blue Cross Blue Shield of</p> <p>9 Massachusetts?</p> <p>10 A. That's what it says, yeah.</p> <p>11 Q. Do you know Mr. Shramek?</p> <p>12 A. I don't know him personally. I know who</p> <p>13 he was, sure.</p> <p>14 Q. Is he still the director of pharmacy</p> <p>15 programs?</p> <p>16 A. No.</p> <p>17 Q. When did he retire or move to a</p> <p>18 different position?</p> <p>19 A. Within the last few years.</p> <p>20 Q. Did he retire or move to a different</p> <p>21 position?</p> <p>22 A. No, he didn't retire. He left. Left</p>	<p style="text-align: right;">348</p> <p>1 an opinion on that really.</p> <p>2 Q. Now, earlier in the day you said you</p> <p>3 understood AWP as a sticker price. Do you recall</p> <p>4 that testimony?</p> <p>5 A. Yeah.</p> <p>6 MR. COCO: Objection.</p> <p>7 Q. Now, is that a phrase that you came up</p> <p>8 with in response to my question, or is that</p> <p>9 something you've heard elsewhere?</p> <p>10 A. No. Actually, I came up with it as you</p> <p>11 asked the question. I was trying of think of my</p> <p>12 own -- what would I refer to it as? But it's not</p> <p>13 something I've heard and certainly not something</p> <p>14 I've heard out in the field or anything like that.</p> <p>15 Q. Well, help me understand your thought</p> <p>16 process there. What were you thinking about when</p> <p>17 you used that -- when you came up with that</p> <p>18 analogy?</p> <p>19 A. Just the fact that that's a number.</p> <p>20 It's posted. It's an index. It's a reference. I</p> <p>21 suppose I could have just said it's a reference.</p> <p>22 I think a sticker price or something to that</p>
<p style="text-align: right;">347</p> <p>1 the company. I don't know what he's doing now. I</p> <p>2 just know he left the company.</p> <p>3 Q. Is the fact that the director of</p> <p>4 pharmacy program at Blue Cross Blue Shield of</p> <p>5 Massachusetts received information in 2002 that</p> <p>6 physicians buy injectable drugs at lower cost than</p> <p>7 the charges submitted for reimbursement, is that</p> <p>8 something that would have any bearing on BCBS's</p> <p>9 determination of what it reimburses?</p> <p>10 MR. COCO: Objection.</p> <p>11 A. Just because it was received doesn't</p> <p>12 mean it was read. I get hundreds of these</p> <p>13 communications a month, and I don't read half of</p> <p>14 them.</p> <p>15 Q. Okay. If it was read.</p> <p>16 A. I wouldn't --</p> <p>17 MR. COCO: Objection.</p> <p>18 A. I really wouldn't know. I don't know</p> <p>19 how important this is in the bigger scheme of</p> <p>20 things, and I have no idea what Gary would or</p> <p>21 wouldn't have been thinking. Gary wasn't involved</p> <p>22 in meetings that I was in, so I couldn't give you</p>	<p style="text-align: right;">349</p> <p>1 respect, just for me, it's more of an</p> <p>2 understanding of what it is.</p> <p>3 Q. And when you say, "sticker price," were</p> <p>4 you analogizing to the sticker price on a car?</p> <p>5 A. Yeah, I think I did. Again, just as the</p> <p>6 fact that that may or may not be the final price.</p> <p>7 Q. Now, carrying that analogy forward, when</p> <p>8 you purchase a car, I believe you said -- you</p> <p>9 referred to the fact that, well, there is a</p> <p>10 sticker price, and then there is an invoice price,</p> <p>11 and then there's the real price. Do you recall</p> <p>12 that?</p> <p>13 MR. COCO: Objection.</p> <p>14 A. Yeah, I think I used that, yeah.</p> <p>15 Q. Now, when you're buying a car, the real</p> <p>16 price will vary from car to car, right?</p> <p>17 MR. COCO: Objection.</p> <p>18 A. I'm not here to talk about car</p> <p>19 manufacturers and I'm not an expert in that field.</p> <p>20 I only know about the cars I buy, and I'm not a</p> <p>21 very good negotiator so --</p> <p>22 Q. As an adult in the American car-loving</p>

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<p style="text-align: right;">350</p> <p>1 society, the -- we can certainly -- though we</p> <p>2 haven't agreed on much today, we can agree that</p> <p>3 cars have different prices, right?</p> <p>4 A. They may.</p> <p>5 Q. A Mercedes has a different price from a</p> <p>6 Skoda.</p> <p>7 A. I would agree with that.</p> <p>8 Q. Now, for all cars there is the analogy</p> <p>9 we talked about where there is a sticker price and</p> <p>10 then there is an invoice price and then there is a</p> <p>11 real price, right?</p> <p>12 MR. COCO: Objection.</p> <p>13 A. There is -- I understand.</p> <p>14 Q. Okay. So, you agree with that.</p> <p>15 MR. COCO: Objection.</p> <p>16 A. I agree that there is a price and then</p> <p>17 there is a final price, and how you get from one</p> <p>18 to the other is not relevant.</p> <p>19 Q. And if you were buying a car, you'd get</p> <p>20 from one to the other through a process of</p> <p>21 negotiation, right?</p> <p>22 A. Among other means.</p>	<p style="text-align: right;">352</p> <p>1 A. Again, I don't -- if you want to talk</p> <p>2 about cars, we can talk about cars. I don't see</p> <p>3 what that has to do with --</p> <p>4 Q. Let's talk about cars.</p> <p>5 MR. COCO: Well, there are --</p> <p>6 Q. You can note your objection.</p> <p>7 MR. COCO: Even though in depositions</p> <p>8 there are objections to relevance --</p> <p>9 MR. MANGI: That's correct. There are.</p> <p>10 So, let's go ahead.</p> <p>11 MR. COCO: -- there does become a point</p> <p>12 where you are so far afield that you're outside</p> <p>13 the scope of discovery.</p> <p>14 MR. MANGI: We're not. We're following</p> <p>15 an analogy the witness came up with. You've made</p> <p>16 your objections. That's fine. Now I'd like an</p> <p>17 answer, please.</p> <p>18 MR. COCO: I'm going to put my objection</p> <p>19 on the record --</p> <p>20 MR. MANGI: You already did that.</p> <p>21 MR. COCO: -- which is that, to the</p> <p>22 extent that you're trying to then take this</p>
<p style="text-align: right;">351</p> <p>1 MR. COCO: Objection.</p> <p>2 Q. As well as research?</p> <p>3 MR. COCO: Objection.</p> <p>4 A. It depends what you mean by "research."</p> <p>5 Q. Well, to use the example you gave</p> <p>6 earlier, you would try to find out what the</p> <p>7 invoice price for the car is, right?</p> <p>8 MR. COCO: Objection.</p> <p>9 A. Today, I probably would.</p> <p>10 Q. Go to Edmonds.com. Now, for different</p> <p>11 cars, the Mercedes versus the Kia, the</p> <p>12 relationship between the real price that you end</p> <p>13 up with and the sticker price will vary from car</p> <p>14 to car, right?</p> <p>15 MR. COCO: Objection.</p> <p>16 A. I don't know. If it does, it -- you</p> <p>17 know it shouldn't vary by all that much or else it</p> <p>18 would be irrelevant.</p> <p>19 Q. But it will vary because you're</p> <p>20 individually negotiating your purchase price,</p> <p>21 right?</p> <p>22 MR. COCO: Objection.</p>	<p style="text-align: right;">353</p> <p>1 analogy for an improper purpose, that I believe</p> <p>2 that is outside the scope of discovery and</p> <p>3 improper use of deposition time.</p> <p>4 MR. MANGI: Okay. Now, respectfully, I</p> <p>5 would ask that you make your objections and not</p> <p>6 make speaking objections.</p> <p>7 Q. Now, let's carry forward the analogy</p> <p>8 we're discussing. When you're buying a Mercedes</p> <p>9 and you're negotiating a price, you may be able to</p> <p>10 negotiate a different discount off the sticker</p> <p>11 price than you'd be able to negotiate for a Kia,</p> <p>12 right?</p> <p>13 MR. COCO: I don't mean to interrupt,</p> <p>14 but can I just have a standing object to the</p> <p>15 wholesale car analogy so I don't have to interrupt</p> <p>16 you?</p> <p>17 MR. MANGI: Sure. Done.</p> <p>18 A. Say again.</p> <p>19 MR. MANGI: Would you mind repeating my</p> <p>20 question.</p> <p>21 (Question read back.)</p> <p>22 A. I suppose.</p>

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<p style="text-align: right;">354</p> <p>1 Q. Okay. Be able to negotiate a certain 2 percentage off on your Mercedes and a different 3 percentage off on your Kia? 4 A. I suppose. 5 Q. It will vary from car to car, from buyer 6 to buyer, from dealer to dealer, right? 7 A. The price of the car may vary, but the 8 relationship between the price of the car and what 9 I pay, though the numbers may be different, the 10 relationship between them shouldn't be different. 11 Q. Okay. What should the relationship be? 12 A. There should be some relationship 13 between that -- if there's no relationship between 14 the sticker price and what I pay, then what's the 15 point of having a sticker price on the car in the 16 first place? 17 Q. It's a starting point for negotiations, 18 isn't it? 19 A. Does it say it on the sticker price -- I 20 have not walked into a car dealership where they 21 say, Here's the starting point of our negotiation. 22 It's the advertised price of the car.</p>	<p style="text-align: right;">356</p> <p>1 sticker price and then there is a different price 2 that's the real price? 3 MR. COCO: Objection. 4 A. I think I was trying to say that AWP is 5 the price, and I -- I'm saying that that's the 6 price. That's the price that's posted. That's 7 the price that we're seeing, and that there could 8 be differences between that and what's ultimately 9 paid by us to the physician. I'm not getting into 10 the -- I'm not getting into all of the 11 granularities between how it gets to the physician 12 and how -- I'm just talking about what we 13 reimburse them in relation to what they're being 14 reimbursed from the drug manufacturer. 15 Q. So, like the sticker price, the AWP 16 price is a starting point or a benchmark from 17 which you discount the amount you're going to pay 18 in reimbursement to physicians. 19 MR. COCO: Objection. 20 A. Not necessarily, because it's not -- 21 again, our methodology is AWP minus 5 percent. 22 Q. That's the discount --</p>
<p style="text-align: right;">355</p> <p>1 Q. Right. I mean, they don't see that, 2 because otherwise, it would be difficult for them 3 to negotiate. But my question is, isn't it 4 understood by you, as a buyer and by the dealer 5 that the sticker price is a starting point for 6 negotiation? 7 A. Well, if you use -- want to take the car 8 analogy, on my car I paid the sticker price for my 9 car. Maybe I'm a fool, or maybe that's the car I 10 wanted, and there was no negotiation. So, if 11 you're asking me to take that analogy, I'd say in 12 my case, the sticker price became the price I 13 paid. And there was no difference, and there was 14 no difference between the sticker price, the 15 invoice price, and what I paid. 16 Q. Okay. Now, let's get back to when you 17 made this analogy to the sticker price to drugs. 18 A. Uh-huh. 19 Q. For a car, as you said, there is the 20 sticker price, there is the invoice price, and 21 there is the real price. By analogy were you 22 saying that for drugs, similarly, the AWP is the</p>	<p style="text-align: right;">357</p> <p>1 A. We don't have AWP minus 5, 10, 15, 30. 2 It's one number. So it's -- if the numbers are 3 different, then it would make the standard of 4 comparison very difficult to -- 5 Q. Let me ask you this: If physicians 6 actually purchase drugs at AWP and you reimbursed 7 all physicians at 95 percent of AWP, wouldn't all 8 physicians be losing money? 9 MR. COCO: Objection. 10 A. I guess you'd have to ask them. 11 Q. Well, isn't that obvious in -- 12 MR. COCO: Objection. 13 A. It's not obvious to me. 14 Q. Okay. If all physicians purchased drugs 15 at AWP and Blue Cross Blue Shield of Massachusetts 16 reimbursed them at 95 percent of AWP, which is 5 17 percent less than what they are paying to buy 18 their drugs, how can -- how would there be any 19 other conclusion, looking at that, other than the 20 fact that they're losing money? 21 MR. COCO: Objection. 22 A. Because we pay different amounts for</p>

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<p style="text-align: right;">358</p> <p>1 services.</p> <p>2 Q. I'm focusing on the drugs only.</p> <p>3 A. And I'm saying that I'm not drawing that</p> <p>4 analogy, because physicians don't get reimbursed</p> <p>5 from health plans their charges. And so, are they</p> <p>6 losing money every time they see one of our</p> <p>7 members, because we're paying them at a rate</p> <p>8 that's different than their charges? So, I can't</p> <p>9 follow your analogy, because I don't have a basis</p> <p>10 to compare it on.</p> <p>11 Q. Are you saying that one would have to</p> <p>12 consider the overall reimbursement, and that one</p> <p>13 aspect of reimbursement could offset another, such</p> <p>14 as service reimbursement could offset drug</p> <p>15 reimbursement?</p> <p>16 MR. COCO: Objection.</p> <p>17 A. No, I don't think I said that.</p> <p>18 Q. Well, you said you also have to look at</p> <p>19 services. What did you mean by that?</p> <p>20 MR. COCO: Objection.</p> <p>21 A. No. What I'm saying is that when you</p> <p>22 asked the statement, wouldn't you agree that a</p>	<p style="text-align: right;">360</p> <p>1 When you say there is a relationship and that</p> <p>2 relationship should be reasonable, the whole</p> <p>3 understanding that you just described, how long</p> <p>4 have you had that understanding of AWP?</p> <p>5 MR. COCO: Objection.</p> <p>6 A. I think I answered it this afternoon. I</p> <p>7 mean, I don't -- I don't have dates. I don't</p> <p>8 know. It's just been my understanding.</p> <p>9 Q. Has it been your understanding since you</p> <p>10 worked in this area?</p> <p>11 A. My understanding since I've worked in</p> <p>12 this area is that we reimburse physician drugs on</p> <p>13 an AWP model. The AWP model then changed to</p> <p>14 different percentages. I did not have a detailed</p> <p>15 working knowledge of the relationship between all</p> <p>16 of those prices. That's what I'm saying.</p> <p>17 Q. And now, when you use the word</p> <p>18 "inflated," referring to AWP, how does that relate</p> <p>19 to the sticker price analogy that you presented --</p> <p>20 MR. COCO: Objection.</p> <p>21 Q. -- earlier today?</p> <p>22 A. I don't know if it -- I don't know how</p>
<p style="text-align: right;">359</p> <p>1 physician is losing money, what I'm saying is I</p> <p>2 couldn't -- I have a basis of comparison, because</p> <p>3 in a separate set of circumstances, physicians</p> <p>4 have services rendered to their patients, they</p> <p>5 bill insurance companies, and they receive a rate.</p> <p>6 The rate is not their billed charge. The rate is</p> <p>7 something less. But there is an understanding</p> <p>8 that there is some relationship between the rate</p> <p>9 and what they're billing. So, again, I mean,</p> <p>10 there is not this detail level of -- I'm not at</p> <p>11 this incredibly detailed level that you are,</p> <p>12 because it's not part of a -- I don't have these</p> <p>13 day-to-day conversations.</p> <p>14 Q. So, you're saying there is some</p> <p>15 relationship but you're unable to define that</p> <p>16 relationship other than to say it should be</p> <p>17 reasonable.</p> <p>18 A. Yes.</p> <p>19 MR. COCO: Objection.</p> <p>20 A. It should be reasonable.</p> <p>21 Q. And when you referred to AWP as inflated</p> <p>22 also earlier in the day -- well, withdraw that.</p>	<p style="text-align: right;">361</p> <p>1 it does relate other than the price. Well, again,</p> <p>2 I think, as I said earlier, maybe "inflated" isn't</p> <p>3 the right word.</p> <p>4 Q. Okay. What is the right word?</p> <p>5 A. That AWP is an index. And it's an index</p> <p>6 from the industry that we use.</p> <p>7 Q. What do you mean when you say, "index"?</p> <p>8 A. It is a price point. It is something</p> <p>9 that is taken -- I take AWP as -- AWP as coming</p> <p>10 from the industry, and that's what we use.</p> <p>11 There's not conversation that I'm involved in</p> <p>12 where -- let's break down what we mean by AWP. I</p> <p>13 mean, I'm not in those conversations. AWP is a</p> <p>14 number. Whether it's the right number, whether</p> <p>15 it's high, low, it's the number that I have as a</p> <p>16 reference point. Whether I believe it's right or</p> <p>17 wrong or whether physicians have referred to it in</p> <p>18 different ways, AWP is the index.</p> <p>19 Q. So, whether it's high, low, or whether -</p> <p>20 - however the industry has referred to it, that's</p> <p>21 not relevant to you?</p> <p>22 MR. COCO: Objection.</p>



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<div style="text-align: right;">362</div> <p>1 A. Prior to today, no.</p> <p>2 MR. MANGI: I have no further questions.</p> <p>3 MS. ROWE: No.</p> <p>4 MR. COCO: Just one. Hopefully, just</p> <p>5 one.</p> <p>6</p> <p>7 EXAMINATION</p> <p>8 BY MR. COCO:</p> <p>9 Q. Following up on sort of this general</p> <p>10 topic, during your deposition testimony today at</p> <p>11 various points you've been asked to consider</p> <p>12 specific percentages relating acquisition costs</p> <p>13 and AWP. Do you recall that testimony?</p> <p>14 A. Yes, I do.</p> <p>15 Q. Prior to today, had you considered this</p> <p>16 topic in terms of any specific numbers or</p> <p>17 percentage ratios?</p> <p>18 A. Not -- not ever.</p> <p>19 MR. COCO: That's all.</p> <p>20 MR. MANGI: Okay. We're done.</p> <p>21 (Whereupon the deposition ended at</p> <p>22 5:03 p.m.)</p>	<div style="text-align: right;">364</div> <p>1 Commonwealth of Massachusetts</p> <p>2 Middlesex, ss.</p> <p>3 I, P. Jodi Ohnemus, Notary Public in and for the Commonwealth</p> <p>4 of Massachusetts, do hereby certify that there came before me on the</p> <p>5 8th day of March, 2006, the deponent herein, who was duly sworn by me;</p> <p>6 that the ensuing examination upon oath of the said deponent was reported</p> <p>7 stenographically by me and transcribed into typewriting under my</p> <p>8 direction and control; and that the within transcript is a true record of</p> <p>9 the questions asked and answers given at said deposition.</p> <p>10 I FURTHER CERTIFY that I am neither attorney nor counsel for, nor</p> <p>11 related to or employed by any of the parties to the action in which this</p> <p>12 deposition is taken; and, further, that I am not a relative or employee of</p> <p>13 any attorney or financially interested in the outcome of the action.</p> <p>14 IN WITNESS WHEREOF I have hereunto set my hand and affixed my</p> <p>15 seal of office this 8th day of March, 2006, at Waltham.</p> <p>16 _____</p> <p>17 _____</p> <p>18 P. Jodi Ohnemus, RPR, RMR, CRR</p> <p>19 Notary Public,</p> <p>20 Commonwealth</p> <p>21 of Massachusetts</p> <p>22 My Commission Expires: 4/21/2007</p>
<div style="text-align: right;">363</div> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7 _____</p> <p>8 STEVEN J. FOX</p> <p>9</p> <p>10 Subscribed and sworn to and before me</p> <p>11 this _____ day of _____, 20____.</p> <p>12</p> <p>13</p> <p>14 _____</p> <p>15 Notary Public</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>	

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